

9. Teachers of Library

- a. Teachers of library shall not be given any administrative assignments.
- b. Per diem substitutes employed for library teaching shall be assigned to the library.

10. School Program

The school program will be posted in September in an area accessible to the entire faculty.

C. Elementary Schools

1. Teacher Assignments

a. Early in the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the coming year. Plans, goals and personnel needs for special programs should also be discussed.

b. At that time, teachers should be given an opportunity to fill out "preference sheets" indicating three preferences in order of priority of grade level and type of class on that level or, in the case of special education teachers, the age range of special education classes and education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.) with the understanding that, where advisable and possible, such preferences will be honored. Teachers should be given an opportunity to discuss their assignment requests with their principal.

c. Teachers in schools with eight period days shall indicate their professional activity preferences pursuant to Article 7C4g (Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

d. With regard to requests as to grade level or special assignment (such as IGC), or, in the case of special education teachers, requests as to age range of special education classes, teachers with the highest seniority in the school should be given preference if qualifications for the position are the same.

e. Grievances hereunder may be lodged if:

(1) In any year an elementary school teacher fails to be granted one of his/her stated program preferences; or

(2) For two years in succession the elementary school teacher has been denied his/her first priority of program preference.

Any assignment that is grievable shall be reviewed in accordance with the standards applicable to Articles 7C1b and c.

f. Vacancies in special teaching assignments occurring at any time during the year which will extend through the year shall be filled in the same way as vacancies occurring at the beginning of the year, except that this provision shall not apply to vacancies occurring one month before the end of the school year.

g. The Board will prepare and make available in every school, in time for teachers to apply for assignments, an official circular setting forth the uniform system-wide qualifications required for assignment as a teacher of an IGC class.

h. In order to make certain that teachers are not frozen into positions which are relatively easy or difficult, the following procedures should be adopted in making class assignments (other than special assignments, such as IGC) on a particular grade level:

(1) On each grade level, classes should be divided into two categories, difficult and less difficult, in terms of reading achievement. In general, a teacher who has been assigned to a class in the one category for a period of one year should be assigned to the

other category for the next year. Teachers who have served in a school for one year or longer should receive assignments for the next school year before June 15.

(2) In the case of IGC classes the policy of rotation every three years of qualified teachers should be followed.

(3) The policy of rotation within the grade should be followed in the assignment of teachers to portable classrooms, annexes, and other out-of-building facilities except for unusual circumstances.

i. A continuous record of teacher assignments should be kept at the school and be made available to chapter leaders.

2. Assignment as OTP

Each spring the principal and UFT chapter committee shall meet to review the types and numbers of OTP positions in the school with the goal of agreeing upon the responsibilities, qualifications, basis for selection and term. If no agreement is reached at the school level, the UFT district representatives and the superintendent shall assist the principal and chapter committee in their goal of reaching such an agreement.

When agreement is reached and ratified by the chapter, the principal shall establish and fill the positions in accordance with the agreement. Only the chapter, not individuals, shall have the right to grieve an alleged violation or misapplication of the ratified agreement.

If no agreement is reached and ratified, the selection process shall be governed by the following:

a. Each year a list of vacancies and the job-related qualifications required for OTP assignments shall be made available to all teachers in the school in sufficient time to permit written application for such assignments.

b. The selection of OTPs will be made from among qualified applicants within the school. Where applicants within the school are equally qualified, the selection will be made on the basis of seniority in the school.

c. Where no applicants within a school are qualified, the selection will be made from among qualified applicants outside the school. Where applicants from outside the school are equally qualified, the selection will be made on the basis of the number of years of teaching service on regular appointment in the school system.

3. New Positions

In selecting teachers for new positions created at or before the beginning of the school year, preference shall be given to members of the staff before applicants outside the school are considered for such positions.

4. Teacher Programs

a. Duty-Free Lunch Period

Every elementary school teacher is to have a duty-free lunch period of 50 minutes.

b. Preparation Periods

(1) All teachers in elementary schools will have five preparation periods per week.

(2) The term “teachers” as used above shall also include teachers of special education classes.

(3) Reading Teachers and Teachers of English as a Second Language shall have the same number of preparation periods as all other teachers in the school.

(4) Preparation periods shall be used for unassigned professional work. Teachers are expected to utilize their professional preparation time in such manner as to enable them to

further their professional work for the purpose of their greater classroom effectiveness. Preparation periods shall be used for professional, job-related work which may include but is not limited to preparation for classes, preparation of teaching material, presentation of or attendance at demonstration lessons, participation in teacher training, and conferences with the principal, with other teachers, with guidance counselors or with parents.

c. Relief from Non-Teaching Chores

(1) Teachers will be relieved of the following chores: work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, including audiovisual equipment, the duplicating of teaching materials, the collection of money for purposes such as milk and lunch and for school banking, and assisting in the accessioning of library books.

(2) Teachers will be relieved of the duty of scoring Citywide standardized achievement tests and of preparing absentee post cards and truant slips.

(3) Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted in Article 7C4g. However, this shall not prevent their assignment for that purpose in cases of emergency.

d. Cluster Teacher Program

(1) The term “cluster teacher” refers to teaching personnel in the elementary schools who are specially assigned to the teaching of classes in music, art, science, health education, other subjects or the fundamental skills and who are not assigned to a homeroom class.

(2) The cluster teacher’s program shall include twenty 45-minute teaching periods per week.

(3) Where a music teacher participates for a major portion of the period in a teaching capacity during assemblies, the assembly period shall be deemed a teaching period.

(4) The cluster teacher shall have the same number of preparation periods and professional activity periods per week as all other teachers in the school.

(5) The other periods in the cluster teacher’s program shall be devoted to professional activities to be assigned by the principal.

e. Teacher of Library Program

(1) The program of the teacher of library shall include twenty 45-minute teaching periods per week.

(2) The teacher of library shall have the same number of preparation periods and professional activity periods per week as all other teachers in the school.

(3) The other periods in the program of the teacher of library shall be devoted to professional activities related to the library program.

f. Teachers Serving in Special Education Programs

In elementary schools, within the workday set forth in Article 6A of this Agreement, all time in the special education teacher’s program not programmed for teaching periods, preparation periods, professional activity periods, and duty-free lunch periods shall be devoted to appropriate professional activities to be assigned by the principal.

g. Professional Activity Options

(1) Teachers in eight period per day schools must select a professional or administrative activity in accordance with the provisions of this section and Article 7U (Professional Activity Assignment Procedures). This provision shall not create an

additional teaching period, as that term is defined in the Collective Bargaining Agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- (a) Small group instruction (not to exceed 10 students)
- (b) One to one tutoring
- (c) Advise student activities such as clubs, teams or publications
- (d) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- (e) Professional development/prepare staff development workshops and demonstration lessons
- (f) Common planning time
- (g) Conflict resolution for students
- (h) Cafeteria duty
- (i) Schoolyard duty
- (j) Hallway duty
- (k) AM bus duty
- (l) PM bus duty
- (m) Homeroom
- (n) Provide inter-disciplinary articulation
- (o) Develop multi-cultural curriculum
- (p) Develop programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

(2) Such compensatory time positions as dean, programmer and grade advisor may be recreated.

(3) To strengthen school tone and to ensure student safety and discipline, the Union and Board agree that in each school the principal shall have the discretion to establish and fill one compensatory time position of lunchroom coordinator to supervise school aides in each lunchroom for each lunch period;

The above compensatory time position shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions. Resources available to the school shall be maintained at the same level which would be required if the proposal were not in effect.

D. K-8 Schools

K-6 teachers in K-8 schools shall have the same teaching schedule as that of elementary school teachers in the K-6 schools.

Seventh and eighth grade teachers in K-8 schools shall have the same program as teachers in the junior high schools.

E. Programs which Serve Students from More than One School

Selection for teaching assignments in programs which serve students from more than one school shall be made from among qualified applicants after posting the job description and qualifications for the position. Such posting shall be in each school in the district for programs serving students in the district. If the program serves students from more than one district, the posting shall be in all schools in the system. Upon completing service in the program, the teacher shall be returned to his/her school and shall take his/her place on the seniority lists.

F. Special Education Positions and Assignments

1. Resource Room and SETSS Positions

a. Vacancies in Resource Room and SETSS positions in high schools, junior high schools, intermediate schools and elementary schools will be advertised within the school. If there are no qualified regularly appointed applicants, the position will be advertised in the high school superintendency or community school district. If no regularly appointed qualified teachers apply for the position, it will be offered to a qualified substitute in the school who applies before filling the position with a qualified substitute from outside the school.

b. A resource room teacher or SETSS teacher who returns from a leave of absence within one year of commencing the leave will be placed in a resource room or SETSS position in the school in accordance with his/her seniority as determined pursuant to Rule 3-D of Article 17B.

c. If and when a resource room position is eliminated, the incumbent resource room teacher will be given the opportunity to become a SETSS teacher. If the resource room teacher opts for a SETSS position, that teacher will be placed in seniority order with all other SETSS teachers in the school.

If no SETSS vacancy exists in the school, that teacher will be given the opportunity to be placed in a SETSS vacancy in the district/superintendency. If the teacher chooses not to accept a SETSS vacancy in the school or district/superintendency or if no vacancy exists, the teacher will be placed in a position in license in the school in accordance with the teacher's seniority.

SETSS vacancies not filled in the manner above are to be posted in accordance with Article 7F1a.

2. IEP/Special Education Teachers

a. IEP/special education teachers shall be programmed for a specific number of periods (minimum of 5 per week) for (i) preparing for and attending the IEP meetings of children initially referred to special education, and (ii) coverage of other special education teachers' classes so that they may attend the IEP meetings for their students for requested reevaluations and triennial evaluations. The number of periods per week for the tasks described in (i) and (ii) shall be based upon a workload allocation created by the Department, prior to the beginning of each school year. The Board will consult with the Union by May 15 of any school year if it plans to change the workload allocation or the number of schools for the following school year.

b. In the event that the activities described in 2(a)(i) and (ii), above, are not sufficient, in a given week, to fill the periods programmed for such activities, the

principal may assign the teacher to one or more of the tasks described in paragraph 2(c)(i)-(v), below.

c. The balance of the teacher's schedule not programmed for the tasks described in 2(a)(i) and (ii), above, will be programmed, in the discretion of the principal, for (i) instruction of students with disabilities (e.g., SETSS, Collaborative Team Teaching or part-time special education classes), (ii) individual and group instruction for identified special education or identified general education students at risk of academic failure; (iii) participating in Pupil Personnel Team/Instructional Support Committee meetings; (iv) providing interventions recommended by the Pupil Personnel Team/Instructional Support Committee; and (v) administration of curriculum-based assessments for "at-risk" general education students. The teacher filling this assignment will not be used as a substitute or be part of the regular coverage pool unless s/he volunteers for such duty. In the event that an uncovered class exists, the teacher filling this position will only be assigned to the class if those teachers in the regular coverage pool (teachers on preparation period or professional period) have been assigned for that period.

d. Teachers filling this assignment will have scheduled prep, lunch and professional activity periods as provided in this Agreement.

e. The assignment described in subparagraphs (a)-(d) above will be assigned in the same manner as other regular teaching assignments pursuant to existing contractual rules. Special education teachers will have the opportunity to declare a preference for this assignment.

f. Notwithstanding (e) above, special education teachers who served as education evaluators during the 2002-2003 school year (or were on leave or sabbatical during that year) will have a preference for this assignment in each year that it exists, in whatever form that it exists, as more fully set forth in the Memorandum of Agreement between the parties dated October 28, 2003, which is incorporated herein by reference. In the event such education evaluator does not exercise such right, or exercises such right but later gives up this assignment, s/he will have the same rights as any other special education teacher to apply for the assignment

3. Other Special Education Assignments

Except as otherwise provided in this Agreement, selection for special teaching assignments, including but not limited to Special Education Teacher Support Services vacancies, collaborative team teaching and part-time special classes or combinations thereof, and for non-teaching assignments in special education programs shall be made from among qualified applicants after posting the job description and qualifications for the position. Collaborative team teaching positions shall be posted for both the general education teachers and the special education teachers. Such posting shall be in such places as will provide a fair opportunity for qualified teachers to apply for the assignments.

4. Teachers Serving in the School for the Deaf

The weekly programs of teachers in the School for the Deaf shall consist of the following, as may be applicable:

(a) Teachers of pre-kindergarten and elementary levels in the School for the Deaf will have five preparation periods per week.

(b) Teachers of the junior high school level in the School for the Deaf will have a weekly program of 25 teaching periods, five preparation periods and five professional activity periods.

(c) Teachers in the School for the Deaf will be entitled to a duty-free lunch period of 50 minutes.

(d) In the event of a reduction in staff in junior high school classes in schools for the deaf, teachers serving out of license shall be the first to be reassigned to elementary school classes. Teachers out of license with the least seniority in the school shall be the first to be so reassigned.

G. Non-Public Schools Program Teachers

In June, teachers serving in the Non-Public Schools Program shall be informed of the new or vacant full positions in the Program and the qualifications therefor, and their timely application for assignment to such positions shall be considered and granted on the basis of their seniority in the Program, provided they meet the qualifications.

H. Split Assignments

Upon request, a teacher serving in a split assignment shall be reassigned in accordance with his/her layoff seniority to a full position in the district or superintendency or program before a newly hired employee. Such reassignment shall be effectuated at the next reorganization.

I. Interim Acting Supervisory Positions

Notice of vacancies for interim acting supervisory positions shall be posted in each school. The notice will include the requirements for the position, or, if this is not possible, a clear indication of the place where the requirements may be obtained. Applicants who meet the requirements for the position shall be entitled to be interviewed for the position.

J. City Hall Academy

1. Visiting teachers' preparation periods will be scheduled at the end of the school day. Visiting teachers may, at their option, travel to and from CHA with their students on Board-provided buses.

2. Resident teachers can be returned, at the end of each school year, to their prior schools at the option of either the employee or the Board. Mid-year transfers will not be permitted without the consent of the Board.

3. The Board shall provide for substitute teacher coverage for the resident teachers and intends that such coverage will be provided by part-time teachers regularly staffed to CHA.

4. The UFT Chapter Leader for CHA will conduct Union business during his or her scheduled professional activity periods.

K. Citywide Special Education (District 75)

1. Program Preference

a. Junior High Schools and Intermediate Schools

By May 1, teachers should be given an opportunity to fill out program preference sheets. Preferences referenced in sub-paragraphs (1) and (2) will be honored to the extent consistent with the provisions of this Agreement applicable to special education teachers.

No later than ten (10) school days prior to the end of the school year, teachers should be notified of the following:

(1) The particular special education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.);

(2) The age range of special education classes;

(3) The professional activity assigned pursuant to Article 7K3 (Relief from Non-Teaching Chores and Professional Activity Options) and Article 7U (Professional Activity Assignment Procedures).

Teacher programs for the following year should be given out no later than five (5) school days before the end of the school year.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

b. Elementary Schools

Early in the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the coming year. Plans, goals and personnel needs for special programs should also be discussed.

At that time, teachers should be given an opportunity to fill out preference sheets indicating three preferences in order of priority of:

(1) The age range of special education classes;

(2) The particular special education program designation (e.g. staffing ratio, collaborative team teaching, SETSS, etc.);

(3) For 8-period schools, the professional activity selected pursuant to Article 7K3d.

With regard to requests as to age range of special education classes, teachers with the highest excessing seniority as calculated in Article Seventeen should be given preference if qualifications for the position are the same.

Where advisable and possible preferences pursuant to (2) above will be honored and teachers should be given an opportunity to discuss these assignment requests with their principal or supervisor, as appropriate.

Preferences pursuant to (3) above will be assigned in accordance with Article 7U below.

c. Separate Special Education Settings

Teachers in separate special education settings (except as otherwise provided) shall be entitled to exercise program preferences in accordance with the contractual provisions applicable to special education teachers in elementary, junior high school, intermediate school, or high school special education departments who teach pupils of the same level.

d. HES and VES Programs

Early in the spring, HES and VES teachers and HES and VES related service providers should be given an opportunity to express a preference for borough, special education program and level with the understanding that where advisable and possible such preferences will be honored.

For HES teachers, the special education programs are currently HES itinerant/related service providers, SETSS and staffing ratios.

For VES teachers, the special education programs are currently VES itinerant/related service providers, SETSS and staffing ratios.

With regard to requests as to special education program HES and VES teachers and HES and VES related service providers with the highest excessing seniority as calculated in Article 17 should be given preference if qualifications for the position are the same.

2. Teacher Programs

a. Teachers Serving in Schools Together with Non-Special Education Teachers

(1) All teachers in elementary schools will have five preparation periods per week.

(2) A basic maximum of 25 teaching periods, five preparation periods, and five professional activity periods for teachers shall be established before any other type of program for administrative purposes in which teachers teach less than 25 periods is arranged.

In Title I intermediate and junior high schools the program of 22 teaching periods, eight (8) preparation periods, and five (5) professional activity periods will continue as follows: The number of these programs will be fixed in each particular school at a percentage equal to the number of currently contractually eligible teachers or the number of homerooms that existed during the 1996-97 school year, whichever is less compared to the total number of teacher programs. Until such time that there are no longer teachers serving in the school who are eligible for this program and the program ends, a rotation policy shall be in effect for those who are contractually eligible.

In accordance with the LOBA determination and award in Case No. IA-1-85, all Title I junior high school teachers in the following categories shall have no more than five preparation periods a week:

(a) Full-time per annum teachers hired on or after July 1, 1985.

(b) Teachers assigned to a school which after the 1985-86 school year loses its Title I designation, notwithstanding possible re-designation at a later date.

(c) Teachers assigned to a school which was not designated Title I for the 1985-86 school year and is subsequently designated as a Title I school.

(d) Teachers who on or after September 1, 1985 transfer from one school to another, except for those teachers transferring from one Title I school to another Title I school.

Special education teachers serving in Title I intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 25 periods per week.

Special education teachers serving in non-Title I intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 26 periods per week.

(3) Where special education teachers work in a high school, they will have five preparation periods per week.

(4) Special education teachers serving in schools together with non-special education teachers will have daily, a duty-free lunch period of 50 minutes in elementary schools or equal in length to the period of time provided for all other teachers in the school in intermediate, junior high and high schools. Such lunch periods shall be scheduled to begin no earlier than 11 a.m. and to end no later than 1:30 p.m.

(5) Where special education teachers teach pupils of junior high school or high school level, the special education teachers' programs shall include five professional activity periods per week.

(6) In elementary schools, within the work day set forth in Article 6A of this Agreement, all time in the special education teachers' programs not programmed for teaching periods, preparation periods, professional activity and duty-free lunch periods shall be devoted to appropriate professional activities to be assigned by the principal.

b. Teachers Not Serving in Schools Together with Non-Special Education Teachers

(1) Teachers Serving in Separate Special Education Settings

Except as otherwise provided herein, all teachers who serve in separate special education settings will have five preparation periods per week and a daily duty-free lunch period of 50 minutes.

(2) Teachers Serving in Certain Special Education Programs (Formerly Special Day Schools, Day Treatment Centers, or Institutional Settings)

(a) The following shall apply to those teachers serving severely emotionally handicapped students in all self-contained special education schools, buildings, annexes or sites (which would formerly have been designated day schools or day treatment centers) or in institutional or agency settings for the severely emotionally handicapped:

(1) Their weekly program shall consist of 22 teaching periods, eight preparation periods and five professional activity periods.

(2) They will have a daily duty-free lunch period equal in time to a period in the school.

(3) Teachers will be relieved of routine school-wide clerical duties, of the duties of assisting in the distribution, collection and inventorying of textbooks and supplies, and of related duties not involving children in the normal program of the school. This provision shall apply to institutional schools, where feasible.

(4) Such teachers who escort pupils to a public conveyance at the end of the school day shall not be required to return to the school building except for scheduled conferences.

(5) No class shall exceed 15 pupils except as specified in Article 7M3.

(6) The provisions of Article 7B1 shall apply except in institutional settings.

(b) When a vacancy exists in a center cluster or school cluster, announcement of such vacancy shall be made. Applicants will apply to the head of the school for assignment to the position. The selection will be made from among qualified applicants. When applicants are equally qualified, the selection will be made on the basis of seniority in the school.

c. Teachers of the Homebound

The weekly programs for teachers of the homebound shall be defined as follows:

(1) Such teachers shall work a seven-hour day and the maximum number of pupils assigned to teachers of the homebound shall be six, to the extent permitted by the budget. They shall report the Thursday and Friday before Labor Day and Brooklyn-Queens Day for professional development.

(2) Teachers of the homebound shall be allowed 45 minutes for duty-free lunch daily, exclusive of travel time.

(3) There shall be a policy of consultation with teachers of the homebound concerning their assignments and there shall be a policy of rotation of such assignments.

d. Resource Teachers or Itinerant Teachers

(1) Resource teachers and itinerant teachers will have preparation periods in the same number as for all other teachers in the setting where they serve the majority of their time.

(2) Resource teachers and itinerant teachers will be given daily, a duty-free lunch period of 50 minutes, or of such time as is equal to a period in the setting where they

work, to be determined by the lunch period in the setting where the teacher serves on the particular day.

3. Relief from Non-Teaching Chores and Professional Activity Options

a. The same relief from non-teaching chores provided in this Agreement for other teachers will be applicable to all special education teachers who teach pupils of the same level.

b. Special education teachers shall not be programmed to help children with disabilities on and off buses except as permitted by subparagraph d below. However, this shall not prevent their assignment for that purpose in cases of emergency.

c. Special education teachers shall have the same number of professional activity periods during the year as all other teachers who work on the same level in the school or in the special education setting.

d. Teachers at all levels must select a professional or administrative activity in accordance with the provisions of this section and Article 7U (Professional Activity Assignment Procedures). Except as described in subparagraph g below, this provision shall not create an additional teaching period, as that term is defined in the Collective Bargaining Agreement.

The menu of activities to be offered to each teacher shall be from among the following:

- (1) Small group instruction (not to exceed 10 students)
- (2) One to one tutoring
- (3) Advise student activities such as clubs, teams or publications
- (4) Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
- (5) Professional development/prepare staff development workshops and demonstration lessons
- (6) Common planning time
- (7) Conflict resolution for students
- (8) Cafeteria duty
- (9) Schoolyard duty
- (10) Hallway duty
- (11) AM bus duty
- (12) PM bus duty
- (13) Homeroom
- (14) Provide inter-disciplinary articulation
- (15) Develop multi-cultural curriculum
- (16) Develop programs to integrate technology into the daily life of the classroom

Teachers performing homeroom fulfill the requirement of the professional period. Teachers selecting AM or PM bus duty will use their professional activity period as a preparation period.

Any teacher who wishes to participate in a professional activity not listed on the above menu may, upon approval of the principal, select such an activity.

e. If the UFT chapter and the principal deem it necessary, then an organizational period will be permitted but limited to a few days at the beginning and end of the school term/year, as well as rare occasional meetings during the school term/year, in lieu of

homeroom, or in junior high and intermediate schools such homeroom if deemed necessary, may be regularly programmed.

f. Such compensatory time positions as dean, programmer and grade advisor may be recreated. All contractual provisions dealing with compensatory time shall remain in place.

g. Provided that these periods are used to supplement, not supplant the current school program, and subject to the specific provisions regarding it, secondary teachers may use this time for a sixth teaching period compensated in accordance with article 70 of the Agreement (Shortage License Areas). The chapter's concurrence to ensure that this is truly supplemental is necessary.

h. To strengthen school tone and to ensure student safety and discipline, the Union and Board agree that the following compensatory time positions may be established:

(1) In each school the principal shall have the discretion to establish and fill one compensatory time position of lunchroom coordinator to supervise school aides in each lunchroom for each lunch period;

(2) At the secondary level, principals shall have the discretion to establish and fill the compensatory time position of dean, the number of which shall be based upon student enrollment, i.e., up to 1,000 students, one dean; over 1,000 students, two deans; and

(3) In high schools, principals shall have the discretion to establish and fill one compensatory time position of programmer.

The compensatory time positions listed in this subsection shall be established and filled without following the procedural requirements that are applicable to other compensatory time positions, such as consultation, approval or voting. Contractual provisions regarding notification and selection of applicants for compensatory time positions shall be followed. This provision shall not result in any teacher being required to work beyond the maximum number of teaching periods provided for in this Agreement. No teacher shall be involuntarily assigned to any of the above compensatory time positions. Resources available to the school shall be maintained at the same level which would be required if the proposal were not in effect.

4. Assignments

a. Except as otherwise provided in this Agreement, selection for special teaching assignments and for non-teaching assignments in special education programs shall be made from among qualified applicants after posting the job description and qualifications for the position. Such posting shall be in such places as will provide a fair opportunity for qualified teachers to apply for the assignments.

b. Teachers of the visually handicapped shall be informed of vacancies arising in the itinerant teaching program, and vacancies shall be filled by qualified applicants within the license. Where applicants are equally qualified, the selection will be made on the basis of seniority in the license.

c. In the event that a class in a hospital or other institution is closed, the teacher of the class shall be given a choice of existing appropriate vacancies within the school. Should no vacancies exist, the teacher should be assigned to the class of the teacher in excess.

d. In the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the ensuing year. Plans, goals and personnel needs for special programs should also be discussed.

e. Where it is the practice in a school to dismiss pupils during schoolwide or Citywide examinations, teachers of special education classes shall also have their classes dismissed when special education examinations are scheduled at the same time as schoolwide or Citywide examinations.

f. Where HES teachers, HES related service providers, VES teachers, VES related service providers or homebound teachers are reassigned out of the borough of their current assignment due to a contraction which occurs at a reorganization, the teacher or related service provider with the least excessing seniority in the license will be reassigned out of the borough. Where such contraction occurs at a time other than a reorganization the teacher with the least excessing seniority in the license will be reassigned out of the borough except where that would be disruptive to the educational program.

5. Cluster Schools

Teachers serving in a cluster school shall have retention rights at their site, subject to the following:

a. If staffing needs within the cluster school require contracting the staff at one site and expanding staff at another site, the Board will first seek volunteers who wish to transfer from the contracting site to the expanding site.

The senior qualified volunteer, based on excessing seniority, shall be selected. If no qualified volunteer exists, the Board will transfer the junior teacher, based on excessing seniority, who qualifies for the position.

b. If demonstrated needs require the Board to temporarily transfer a teacher to another site during the school year, the Board will inform the teacher of the reason for the temporary transfer. The teacher so transferred is entitled to return to his/her former site at the next reorganization in accordance with his/her excessing seniority.

L. Speech Improvement Teachers

1. Special Assignments

Where feasible, newly created speech improvement teaching positions will be announced in sufficient time to permit written applications for such positions. Such positions will be posted first in the community school district, District 75 program or high school superintendency, as appropriate. If no qualified teacher applies, the position will be posted on a Citywide basis. Criteria for assignment to the positions will be prepared. Where qualifications of applicants for a position are the same, the selection will be made on a basis of seniority of applicants in the Speech Improvement license.

2. Certificate of Clinical Competence

The Board and the Union established a task force to explore the feasibility of accommodating the needs of candidates for the certificate of clinical competence (CCC) to work with a holder of the CCC. The task force reported its findings and recommendations which provide the basis for the Board's program.

3. Selection and Retention of Assignments

a. A list of anticipated school sites in the district with a description of the programs (e.g., staffing ratio, collaborative team teaching, SETSS, etc.) anticipated to be served at those sites shall be made available by April 15. This should include full time equivalent positions (FTE) filled by contract agency personnel. By May 1, speech improvement teachers should be given the opportunity to fill out "preference sheets" indicating three preferences in order of priority for the school sites. Where advisable and possible, such preferences will be honored. The speech improvement teacher's seniority should be one

of the factors considered in determining the assignment of the speech improvement teacher to a school site. Program preferences are subordinate to the exercise of retention rights to an assignment in a school.

b. A CPT or appointed speech improvement teacher's request to be retained in his/her school will not be unreasonably denied unless the appropriate Board of Education official can demonstrate there are compelling reasons for the denial.

Where there are more than two speech improvement teachers in a school, the senior teacher will be given preference unless the appropriate Board of Education official can demonstrate there are compelling reasons for the denial. Teachers returning from sabbaticals or leaves of absence of less than two years will be returned to the schools where they were assigned in accordance with their seniority. All reasons for denial of the teacher of speech improvement's preference will be done in writing.

c. Unfilled positions, and positions filled by contract agency staff and uncertified teachers of speech improvement (PPTs) which are full time speech improvement teacher positions (whether the assignment is to a single school or more than one school) are to be advertised for transfer. Although the number of vacancies and the anticipated locations shall be posted, and the speech improvement teacher may choose specific positions, the transfer is to the district, not to a particular position.

M. Class Size Limitations

1. Pre-Kindergarten and Kindergarten

a. The size of pre-kindergarten classes shall be determined on the basis of a maximum absolute cap of 18 pupils with a teacher and paraprofessional.

b. The size of kindergarten classes shall be determined on the basis of a maximum of 25 pupils for each teacher, except as specified in 3 below.

2. Elementary, Junior High, and High Schools

a. No subject class in elementary school shall exceed 32 pupils, except as specified in 3 below.

b. No subject class in a non-special service junior high school shall exceed 33 pupils, except as specified in 3 below.

c. No subject class in a Title I junior high school shall exceed 30 pupils, except as specified in 3 below.

d. No homeroom or official or subject class in senior high school shall exceed 34 pupils, except as specified in 3 below. This shall not be accomplished by an increase in the size of classes for the non-college bound students.

e. No class in trade shop subjects in the high schools shall exceed 28 pupils, except as specified in 3 below.

f. The size of physical education classes in the junior and senior high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in 3 below.

g. The size of required music classes in the high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in 3 below.

h. The size of ninth grade classes in any high school where more than half of the pupils in the ninth grade have been admitted from reorganized junior high schools shall not exceed the maximum provided above for the junior high schools.

i. Wherever administratively possible, teacher programs in high schools should follow these guidelines: In rooms with specific stations (e.g. typing rooms, shops and

laboratories) the number of pupils assigned to such rooms should not exceed the number of stations available. In the programming of such classes, an extra number of pupils equal to the anticipated attrition rate may be included.

j. In Title I schools in the junior high school division, classes in industrial arts/technology education and home economics/home and career skills should not exceed 22 students. In regular schools in the junior high school division, classes in industrial arts/technology education and home economics/home and career skills should not exceed 24 students.

The class size limits set forth herein apply to classes conducted in shop or laboratory settings.

3. Exceptions

An acceptable reason for exceeding the maximum class size limitations listed in paragraphs 1b through 2g above may be any of the following:

a. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.

b. Conformity to the class size objective would result in placing additional classes on short time schedule.

c. Conformity to the class size objective would result in the organization of half-classes.

d. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction, or for IGC instruction, or for placement of pupils in a subject class of which there is only one on a grade.

In the event that it is necessary to assign a teacher to a class which exceeds the maximum size listed above, the principal shall stipulate the reason in writing to the teacher and to the Chancellor. Such statement of reasons may be available for examination by the Union in the Office of the Chancellor.

4. Students with Disabilities in a General Education Class

There shall be no more than three emotionally disturbed or autistic students, out of the total number of students with IEPs, whose management needs are severe and chronic requiring intensive constant supervision, a significant degree of individualized attention, intervention and intensive behavior management, in a general education class with one teacher.

N. Coverage of Classes

1. Teachers having an instructional program who are called for a full-day professional conference to the office of a Board official outside the school shall be relieved by a per diem substitute.

2. Substitutes will be hired to allow an average of four teachers per school per year to visit other schools and to attend educational conferences.

3. The Board and the Union agree that the classes of absent elementary school teachers should be covered by employment of per diem substitute teachers as a matter of first priority or by other appropriate coverage by teachers in the school if necessary. The practice of breaking up classes of absent elementary school teachers and assigning the students to other classes in the school is strongly discouraged. The Board and the Union will jointly monitor compliance with this provision.

4. The unavailability of a teacher to cover a class constitutes an emergency. It is recognized that, in such emergency, the principal has the responsibility to assign a